

RESOLUTION 243-14

**RESOLUTION AUTHORIZING EXECUTION OF
AGREEMENT BETWEEN THE BOROUGH OF CLAYTON AND
RECYCLEBANK**

WHEREAS, the Borough of Clayton has agreed to enter into an Agreement for Recycling; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Clayton, County of Gloucester, and State of New Jersey as follows:

1. That the governing body does hereby approve the attached Agreement between the Borough of Clayton and RecycleBank.

2. That the Mayor be and is hereby authorized to execute said amendment on behalf of the Borough of Clayton.

ADOPTED, at a regular meeting of the Mayor and Council of the Borough of Clayton held on December 30, 2014.

BOROUGH OF CLAYTON



THOMAS BIANCO, Mayor

Attest:



CHRISTINE NEWCOMB, Borough Clerk

CERTIFICATION

I, Christine Newcomb, Borough Clerk, of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Clayton, held on Tuesday, December 30, 2014.



CHRISTINE NEWCOMB, Borough Clerk

FIRST AMENDMENT TO AGREEMENT

This First Amendment ("***First Amendment***") to the Agreement dated January 1, 2012 (the "***Agreement***") by and between RecycleRewards, Inc. ("***RecycleRewards***") and the Borough of Clayton, New Jersey ("***Municipality***"), is hereby entered into effective as of January 1, 2015 ("***First Amendment Effective Date***") by RecycleRewards and Municipality. RecycleRewards and Municipality may be hereinafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, on January 1, 2012, RecycleRewards and Municipality entered into the Agreement; and

WHEREAS, the Parties wish to hereby amend the Agreement pursuant to this First Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The Parties mutually agree to extend the Term of the Agreement beginning on the First Amendment Effective Date through January 1, 2016 (the "***Extended Term***").
2. The Parties agree during the Extended Term the Service Fee will remain Fifteen Thousand Dollars (\$15,000) per year with an annual increase effective on the First Amendment Effective Date by Two Hundred and Twenty-five Dollars (\$225) included as part of RecycleRewards annual service fee increase per the Annual Consumer Price Index published by the U.S. Government's Bureau of Labor Statistics, rounded up to the next whole cent, which the Parties have agreed herein to set at a fixed annual rate for the Extended Term. RecycleRewards will continue to invoice the Service Fee to the Municipality on a quarterly basis. Payment of the Service Fee shall be made to RecycleRewards within thirty (30) days of the date of the invoice.
3. RecycleRewards will continue to maintain the recycling containers deployed during the Term, and may provide additional recycling containers during the Extended Term with such containers not to exceed fifty-two (52) recycling containers for the duration of the Extended Term ("***Additional Containers***"). If the Municipality requires recycling containers in excess of the Additional Containers during the Extended Term, RecycleRewards will make recycling containers available for Fifty Dollars (\$50) per container to be delivered at no additional cost to the Municipality. The Parties acknowledge and agree Recyclebank shall deliver the Additional Containers in accordance with this provision following a request by the Municipality. At the end of the Extended Term, the Municipality shall have full title and ownership of the Additional Containers provided there is no outstanding Service Fee at that time. For any excess containers, the cost of the additional container(s) will be included in the following quarterly invoice and upon full payment title and ownership of the excess container(s) will be transferred to Municipality.

4. The Agreement and this First Amendment, constitutes the entire and complete understanding of the Parties regarding its subject matter, and supersedes all written agreements and understandings between the Parties regarding its subject matter. Except as expressly amended and supplemented hereby, the Agreement shall remain in full force and effect. In the event of any inconsistency between the provisions of this First Amendment and the provisions of the remainder of the Agreement, the terms of this First Amendment shall prevail. Any capitalized used but not defined herein shall have the meanings ascribed to them pursuant to the Agreement. Any additional or inconsistent terms on any other document shall be null and void.


The Parties hereby acknowledge and accept the terms and conditions of this First Amendment as of the First Amendment Effective Date.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement as of the First Amendment Effective Date.

RECYCLEREWARDS, INC.

BOROUGH OF CLAYTON

By: _____
Name:
Title:

By:  _____
Name: *Thomas Bianco*
Title: *Mayor*